

inspect all freight to be brought into the Building, and to exclude any freight which violates any rule, regulation or other provision of this Lease.

5. No sign, advertisement, notice or thing shall be inscribed, painted or affixed on any part of the Building, without the prior written consent of Landlord. Landlord may remove anything installed in violation of this provision, and Tenant shall pay the cost of such removal and any restoration costs. Interior signs on doors and directories shall be inscribed or affixed by Landlord at Tenant's expense. Landlord shall control the color, size, style and location of all signs, advertisements and notices. No advertising of any kind by Tenant shall refer to the Building, unless first approved in writing by Landlord.

6. No article shall be fastened to, or holes drilled or nails or screws driven into, the ceilings, walls, doors or other portions of the Premises, nor shall any part of the Premises be painted, papered or otherwise covered, or in any way marked or broken, without the prior written consent of Landlord.

7. No existing locks shall be changed, nor shall any additional locks or bolts of any kind be placed upon any door or window by Tenant, without the prior written consent of Landlord. Two (2) sets of keys to all exterior and interior locks shall be furnished to Landlord. At the termination of this Lease, Tenant shall deliver to Landlord all keys for any portion of the Premises or Building. Before leaving the Premises at any time, Tenant shall close all windows and close and lock all doors.

8. No Tenant shall purchase or obtain for use in the Premises any spring water, ice, towels, food, bootblacking, barbering or other such service furnished by any company or person not approved by Landlord. Any necessary exterminating work in the Premises shall be done at Tenant's expense, at such times, in such manner and by such company as Landlord shall require. Landlord reserves the right to exclude from the Building, from 6:00 p.m. to 8:00 a.m., and at all hours on Sunday and legal holidays, all persons who do not present a pass to the Building signed by Landlord. Landlord will furnish passes to all persons reasonably designated by Tenant. Tenant shall be responsible for the acts of all persons to whom passes are issued at Tenant's request.

9. Whenever Tenant shall submit to Landlord any plan, agreement or other document for Landlord's consent or approval, Tenant agrees to pay Landlord as Additional Rent, on demand, an administrative fee equal to the sum of the reasonable fees of any architect, engineer or attorney employed by Landlord to review said plan, agreement or document and Landlord's administrative costs for same.

10. The use in the Premises of auxiliary heating devices, such as portable electric heaters, heat lamps or other devices whose principal function at the time of operation is to product space heating, is prohibited.

11. Tenant shall keep all doors from the hallway to the Premises closed at all

times except for use during ingress to and egress from the Premises. Tenant acknowledges that a violation of the terms of this paragraph may also constitute a violation of codes, rules or regulations of governmental authorities having or asserting jurisdiction over the Premises, and Tenant agrees to indemnify Landlord from any fines, penalties, claims, action or increase in fire insurance rates which might result from Tenant's violation of the terms of this paragraph.

12. Tenant shall be permitted to maintain an "in-house" messenger or delivery service within the Premises, provided that Tenant shall require that any messengers in its employ affix identification to the breast pocket of their outer garment, which shall bear the following information: name of Tenant, name of employee and photograph of the employee. Messengers in Tenant's employ shall display such identification at all time. In the event that Tenant or any agent, servant or employee of Tenant, violates the terms of this paragraph, Landlord shall be entitled to terminate Tenant's permission to maintain within the Premises in-house messenger or delivery service upon written notice to Tenant.

13. Tenant will be entitled to three (3) listings on the Building lobby directory board, without charge. Any additional directory listing (if space is available), or any change in a prior listing, with the exception of a deletion, will be subject to a fourteen (\$14.00) dollar service charge, payable as Additional Rent.

14. In case of any conflict or inconsistency between any provisions of this Lease and any of the rules and regulations as originally or as hereafter adopted, the provisions of this Lease shall control.

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EXHIBIT A

FLOOR PLAN

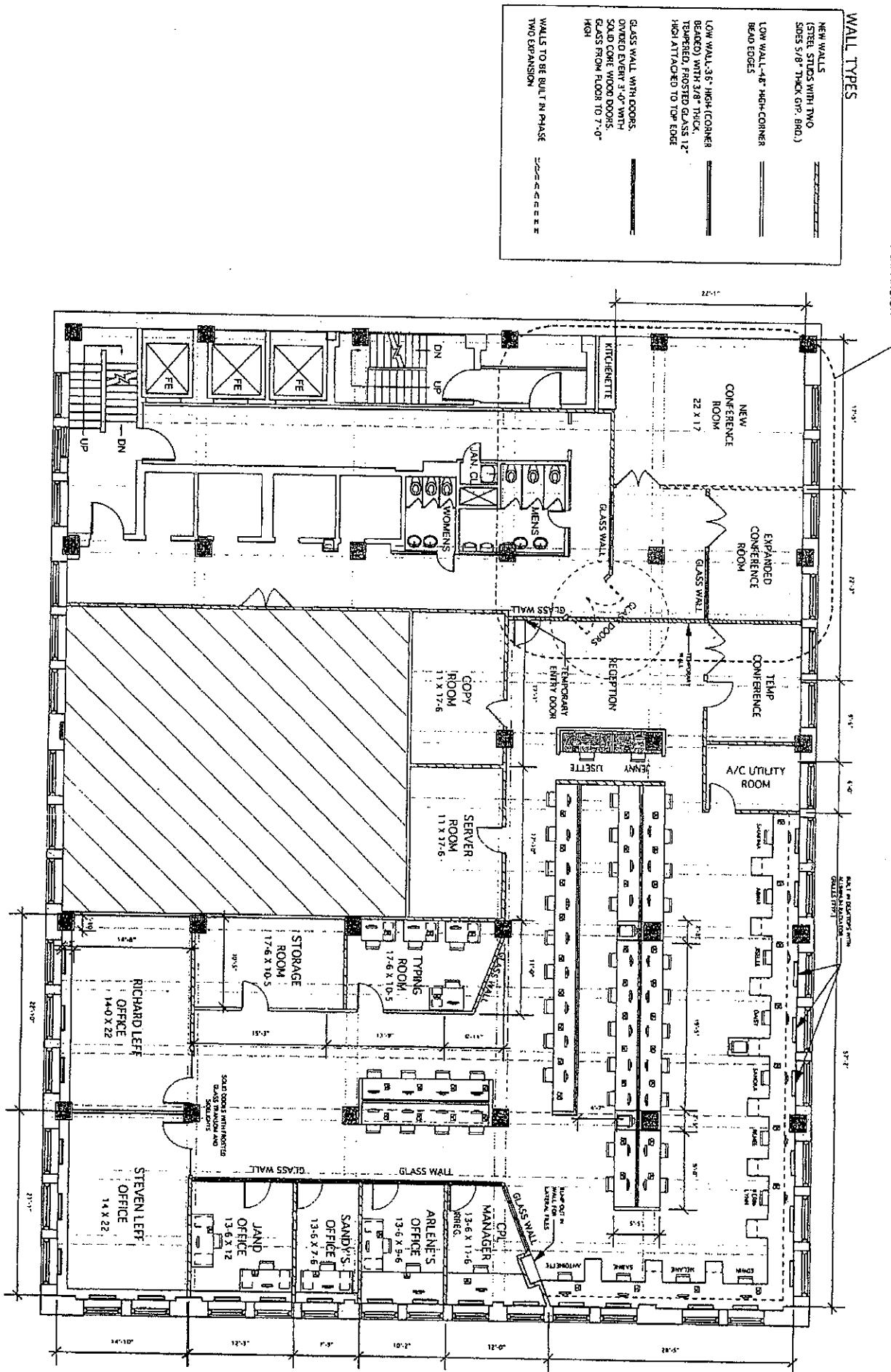


EXHIBIT B
FIXED ANNUAL RENT

Tenant shall pay Fixed Annual Rent for the **Suite 1203 Premises** (without electricity) at the following rates per annum:

- a) Three Hundred One Thousand Two Hundred and 00/100 (\$301,200.00) Dollars per annum (\$25,100.00 per month) for the period commencing on the Commencement Date through and including June 30, 2008;
- b) Three Hundred Ten Thousand Two Hundred Thirty Six and 00/100 (\$310,236.00) Dollars per annum (\$25,853.00 per month) for the period commencing on July 1, 2008 through and including June 30, 2009;
- c) Three Hundred Nineteen Thousand Five Hundred Forty Three and 08/100 (\$319,543.08) Dollars per annum (\$26,628.59 per month) for the period commencing on July 1, 2009 through and including June 30, 2010; and
- d) Three Hundred Twenty Nine Thousand One Hundred Twenty Nine and 37/100 (\$329,129.37) Dollars per annum (\$27,427.45 per month) for the period commencing July 1, 2010 through and including June 30, 2011; and
- e) Three Hundred Fifty Four Thousand Sixty Three and 25/100 (\$354,063.25) Dollars per annum (\$29,505.27 per month) for the period commencing on July 1, 2011 through and including June 30, 2012; and
- f) Three Hundred Sixty Four Thousand Six Hundred Eighty Five and 14/100 (\$364,685.14) Dollars per annum (\$30,390.43 per month) for the period commencing on July 1, 2012 through and including June 30, 2013; and
- g) Three Hundred Seventy Five Thousand Six Hundred Twenty Five and 69/100 (\$375,625.69) Dollars per annum (\$31,302.14 per month) for the period commencing on July 1, 2013 through and including June 30, 2014; and
- h) Three Hundred Eighty Six Thousand Eight Hundred Ninety Four and 46/100 (\$386,894.46) Dollars per annum (\$32,241.21 per month) for the period commencing on July 1, 2014 through and including June 30, 2015.

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Tenant shall pay Fixed Annual Rent for the **Suite 1201 Premises and Hallway Space** (without electricity) at the following rates per annum:

- a) Thirty Nine Thousand Forty and 00/100 (\$39,040.00) Dollars per annum (\$3,253.34 per month) for the period commencing on the Suite 1201 Commencement Date through and including August 30, 2008;
- b) Forty Thousand Two Hundred Eleven and 20/100 (\$40,211.20) Dollars per annum (\$3,350.93 per month) for the period commencing on September 1, 2008 through and including August 31, 2009;
- c) Forty One Thousand Four Hundred Seventeen and 54/100 (\$41,417.54) Dollars per annum (\$3,451.46 per month) for the period commencing on September 1, 2009 through and including August 31, 2010; and
- d) Forty Two Thousand Six Hundred Sixty and 06/100 (\$42,660.06) Dollars per annum (\$3,555.01 per month) for the period commencing September 1, 2010 through and including August 31, 2011; and
- e) Forty Five Thousand Eight Hundred Ninety One and 86/100 (\$45,891.86) Dollars per annum (\$3,824.32 per month) for the period commencing on September 1, 2011 through and including August 31, 2012; and
- f) Forty Seven Thousand Two Hundred Sixty Eight and 62/100 (\$47,268.62) Dollars per annum (\$3,939.05 per month) for the period commencing on September 1, 2012 through and including August 31, 2013; and
- g) Forty Eight Thousand Six Hundred Eighty Six and 68/100 (\$48,686.68) Dollars per annum (\$4,057.22 per month) for the period commencing on September 1, 2013 through and including August 31, 2014; and
- h) Fifty Thousand One Hundred Forty Seven and 28/100 (\$50,147.28) Dollars per annum (\$4,178.94 per month) for the period commencing on September 1, 2014 through and including June 30, 2015.

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Tenant shall pay Fixed Annual Rent for the **Suite 1200 Premises** (without electricity) at the following rates per annum:

- a) Forty Eight Thousand Five Hundred Sixty and 00/100 (\$48,560.00) Dollars per annum (\$4,046.67 per month) for the period commencing on the Suite 1200 Commencement Date through and including November 30, 2008;
- b) Fifty Thousand Sixteen and 80/100 (\$50,016.80) Dollars per annum (\$4,168.07 per month) for the period commencing on December 1, 2008 through and including November 30, 2009;
- c) Fifty One Thousand Five Hundred Seventeen and 30/100 (\$51,517.30) Dollars per annum (\$4,293.11 per month) for the period commencing on December 1, 2009 through and including November 30, 2010; and
- d) Fifty Three Thousand Sixty Two and 82/100 (\$53,062.82) Dollars per annum (\$4,421.90 per month) for the period commencing December 1, 2010 through and including November 30, 2011; and
- e) Fifty Seven Thousand Eighty Two and 70/100 (\$57,082.70) Dollars per annum (\$4,756.89 per month) for the period commencing on December 1, 2011 through and including November 30, 2012; and
- f) Fifty Eight Thousand Seven Hundred Ninety Five and 18/100 (\$58,795.18) Dollars per annum (\$4,899.60 per month) for the period commencing on December 1, 2012 through and including November 30, 2013; and
- g) Sixty Thousand Five Hundred Fifty Nine and 04/100 (\$60,559.04) Dollars per annum (\$5,046.59 per month) for the period commencing on December 1, 2013 through and including November 30, 2014; and
- h) Sixty Two Thousand Three Hundred Seventy Five and 81/100 (\$62,375.81) Dollars per annum (\$5,197.98 per month) for the period commencing on December 1, 2014 through and including June 30, 2015.



EXHIBIT C

LANDLORD'S INITIAL ALTERATION WORK

Landlord to provide new building installation based upon Tenant's architectural plans, such plans to be provided by Tenant at Tenant's sole cost and expense prior to mutual Lease execution. Landlord's cost for said new building installation shall not exceed \$40.00 PSF ("Landlord's Work Contribution"). Landlord further agrees to pay for the actual cost of the HVAC unit (it being understood that the cost of installation and duct work thereof pursuant to Article 35 shall be included as part of Landlord's Work Contribution set forth above).

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